

REC'D SEP 12 2008

REORGANIZATION PLAN SUBMITTAL SHEET

School Administrative Units Included in APPROVED Notice of Intent	School Administrative Units Submitting Reorganization Plan
Windham School Department	Windham School Department
Raymond School Department	Raymond School Department

Contact Information

RPC Co-Chairs: Sanford J. Prince IV, Superintendent – Windham School Department
Sandra Caldwell, Superintendent – Raymond School Department

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Windham ME 04062

Telephone: 207-892-1800

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Date Plan Submitted by SAUs: September 18, 2008

Proposed RSU Operational Date: July 1, 2009

September 18 , 2008

Commissioner Susan A. Gendron
Maine Department of Education
23 State House Station
Augusta ME 04333-0023

Dear Commissioner Gendron:

Enclosed is the Reorganization Plan for Raymond and Windham. The plan is to reorganize into a single School District, with an operational date of July 1, 2009.

Raymond / Windham School District is the unofficial name of the new system and will be changed before incorporation.

Respectfully submitted,

Sandra Caldwell, Superintendent
Raymond School Department

Sanford J. Prince IV, Superintendent
Windham School Department

**PLAN TO REORGANIZE
THE
RAYMOND SCHOOL DEPARTMENT
AND THE
WINDHAM SCHOOL DEPARTMENT
INTO
THE RAYMOND / WINDHAM SCHOOL DISTRICT**

September 18, 2008

**Submitted to the Commissioner of Education for the State of Maine
By:**

**The Raymond School Department
The Windham School Department**

**Plan to Reorganize the
Raymond School Department and Windham School Department
into the new Raymond / Windham School District**

This Plan proposes the reorganization of the Raymond School Department and the Windham School Department into a single Regional School Unit ("RSU"), entitled the **Raymond / Windham School District** ("District").

The Plan has been prepared by the Raymond & Windham Reorganization Planning Committee and is submitted by the two Districts to the Maine Department of Education Commissioner for approval before being brought to a vote by referendum.

The Members of the Raymond / Windham Reorganization Planning Committee are:

Committee Co-Chairs: Sandra Caldwell, Raymond Superintendent
Sanford J. Prince IV, Windham Superintendent

Committee Members: Jeff Vermette (Windham Community Member)
Kate Brix (Windham School Board)
Mike Duffy (Windham School Board)
Marge Govoni (Windham School Board)
Donn Davis (Windham Assistant Superintendent)
John MacKinnon (Windham Town Council)
Tony Plante (Windham Town Manager)
Tom Bartell (Windham Community Member)
Roger Ginn (Raymond Community Member)
Joe Bruno (Raymond Selectman)
Teresa Sadak (Raymond School Board)
John Robinson (Raymond Parent)
Dorothy Mowatt (Raymond Business Manager)
Martha Page (Raymond School Board)

Contact Information: Sanford J. Prince IV, Superintendent
Windham School Department
228 Windham Center Road
Windham ME 04062
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sprince@windham.k12.me.us

Date Submitted by the Raymond and Windham School Departments:

November 20, 2007 (Work-in-Progress Plan)
September 18, 2008 (Final Plan)

Name of the Regional School Unit ("RSU"): Raymond / Windham School District (unofficial name)

Proposed RSU Operational Date: July 1, 2009

1.A. The Units of the School Administration in the new Raymond / Windham School District

The proposed regional school unit, Raymond / Windham School District, includes the following current school administrative units:

1. Raymond School Department
2. Windham School Department

1.B. Statement of Intent of the Raymond / Windham School District

This Plan to reorganize the Raymond and Windham School Departments into the new Raymond / Windham School District is intended to comply with State statutory requirements to reduce school administrative costs. It is also intended to serve as a means for deeper, broader, and more creative educational opportunities for the students of Raymond and Windham. Further, it is intended to provide for equity and fairness for its member municipalities.

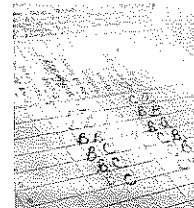
1.C. Mission Statement for the new Raymond / Windham School District

The Raymond / Windham School District will provide an educational environment that promotes positive and successful learning experiences, prepares each student to be a competent, responsible citizen of the 21st Century, and enables all members of the school community to develop their unique potential.

1.D. Potential Educational Program Enhancements from Reorganization into the new Raymond / Windham School District

Consistent with the goal of achieving long-term cost savings from school district reorganization, the Plan recommends that the new Raymond / Windham District School Board consider implementing educational program enhancement measures that can be achieved from the District's greater collective resources, economies of scale and larger student body. Members of the Reorganization Planning Committee, teachers, parents, community members, administrators and students have suggested the following educational program enhancement measures for consideration by the new RSU Board. In listing these suggestions, the Reorganization Planning Committee takes no position on whether they should be implemented:

1. Enhancement of quality of education, facilities, technology, food services, transportation services
2. Expand All-Day Kindergarten
3. Increased purchasing power and central warehousing, as well as contracted services
4. Centralized transportation repair and/or maintenance center
5. Shared Special Ed transportation to out-of-district
6. Unique opportunities afforded by physical spaces
7. Professional development focus and support
8. Common calendar
9. Allocate / collaborate on technological resources
10. Enhancement programs (visiting artists) can be shared



2. The Size, Composition and Apportionment of the Governing Body

The new Raymond / Windham School District shall be composed of 9 (nine) members: 3 (three) Raymond residents elected by the Town of Raymond; and 6 (six) Windham residents elected by the Town of Windham. Each Board member will serve a 3-year term, except that the initial terms of the members of the first RSU Board shall be staggered as provided by Title 20-A M.R.S.A. § 1472-B, as indicated below:

Raymond: 1 member 1-year initial term
1 member 2-year initial term
1 member 3-year initial term

Windham: 1 member 1-year initial term
1 member 1-year initial term
1 member 2-year initial term
1 member 2-year initial term
1 member 3-year initial term
1 member 3-year initial term

The three initial members elected by the Town of Raymond shall meet and draw lots to determine which of them will have a 1, 2, or 3-year initial term. (Initial term: January 2009 to June 2010)

The six initial members elected by the Town of Windham shall meet and draw lots to determine which of them will have a 1, 2, or 3-year initial term.

3. The Method of Voting of the Governing Body

Each municipality in the new **Raymond / Windham** School District shall elect the number of its residents to serve on the Board as shown in the Table below to meet the one person / one vote requirement of Maine's Constitution and the statutory deviation tolerance of + / - 5%, the Board Members' votes shall be weighted as follows:

Municipality	2006 Federal Estimated Census % of Population	Total Votes (995 to 1005)	# of Board Members	# of Votes per Director	% Deviation of Voting Power
Raymond	4,601 // 21.8%	218	3	73	7.3%
Windham	16,546 // 78.2%	782	6	130	13.0%
TOTALS	21,147 / 100%	1000	9		

$$100 / 9 = \frac{111.11}{1000} = 11.1\% \text{ Average PLUS } 5.0\% = 16.1\% \text{ (Maximum voting power of any one Director)}$$

The Regional School Unit Board shall review national census information to determine if recommendations need to be made to the voters as relates to the makeup of the Regional School Unit Board, number of members from each community, and voting members. * Please see Section 14 related to amendments to the RSU Plan.

4. The Composition, Powers & Duties of any Local School Committee to be Created

No local School Committee shall be created by the new Raymond / Windham School District. The Raymond and Windham School Boards shall continue with the management and control of the public school and programs until the new Raymond / Windham School District becomes operational on July 1, 2009.

5. The Disposition of Real and Personal School Property

A. Real Property & Fixtures

All real property interests, including without limitation, land, buildings, other improvements to realty, easements, option rights, first refusal rights, and purchase rights, and all fixtures of the Raymond School Department and the Windham School Department shall be conveyed to the new Raymond / Windham School District. The RSU Board may require such deeds, assignments or other instruments of transfer as in its judgment is necessary to establish the District's right, title and interest in such real property and fixtures.

All real property and fixtures shall be transferred to the new Raymond / Windham School District. The disposition of the non-transferred property, if any, shall become the property of the municipality in which it is located, unless otherwise specified in this Plan. (Exhibit 5A)

B. Personal Property

All other tangible school personal property, including movable equipment, furnishings, textbooks, and other curriculum materials, supplies and inventories shall become property of the new Raymond / Windham RSU as successor of the Windham School Department and the Raymond School Department.

The new Raymond / Windham RSU may require such assignments, bills of sale, or other instruments of transfer as in its judgment is necessary to establish the District's right, title and interest in such personal property. (Exhibit 5B)

C. Agreements to Share or to Jointly Own Property

In cases where real or personal school property is shared or is jointly used by an SAU with a municipality or other party, the new **Raymond / Windham** School District shall be the successor in interest to the SAU.

6. The Disposition of Existing School Indebtedness

A. Bonds, Notes, and Lease/Purchase Agreements that the New Raymond / Windham District WILL assume

The **Town of Raymond** shall assume liability to pay a portion of the Windham High School local-only bond, as specified in Exhibit 6A.

Otherwise, the other bonds, notes, and lease/purchase agreements issued by an SAU before the operative day of the new Raymond / Windham RSU shall **not** be assumed by the District.

B. Bonds, Notes, and Lease/Purchase Agreements that the new Raymond / Windham School District will NOT assume See Exhibit 6B

C. New Capital Project Debt that the new Raymond / Windham School District will issue & assume

None

D. New Capital Project Debt that the new Raymond / Windham School District will issue but will not assume

None

E. Defaulted Debt is Excluded from Being Assumed

Notwithstanding anything in this Plan to the contrary, except where legally required to do so, the new Raymond / Windham School District will not assume any bond, note, or lease/purchase agreement as to which the SAU is in breach or has defaulted.

F. Other Debt Not Assumed

Except as provided in this section of the Plan, the new Raymond / Windham School District will not assume liability for any bonds, notes, or lease/purchase agreements issued by an SAU prior to the operative date of the District.

7. **The Assignment of School Personnel Contracts, School Collective Bargaining Agreements, and Other School Contractual Obligations**

A. School Personnel Contracts

A list of all written individual employment contracts to which each of the existing Raymond School Department and Windham School Department is a party is attached as Exhibit 7A.1. Pursuant to Section XXXX-43(5) of Title 20-A M.R.S.A., individuals on the list who are employed on the day before the operational date shall become employed by the new Raymond / Windham School District as of the operational date and their contracts shall be assumed by the District on the operational date. This provision does not prevent the existing Raymond and Windham School Departments from terminating or non-renewing the contracts of employees in accordance with applicable law before the operational date of the District. The list shall be updated and made final no later than the day before the operational date of the District.

A list of all employees of the existing Raymond and Windham School Departments who do not have written individual employment contracts is attached as Exhibit 7A.2. Pursuant to Section XXXX-43(5), individuals on the list who are employed on the day before the operational date shall become employed by the new Raymond / Windham School District as of its operational date. This provision does not prevent the existing Raymond and Windham School Departments from terminating employment of the employees

in accordance with applicable law before the District's operational date. The list shall be updated and made final no later than the day before the operation date of the District.

The duties and assignments of all employees transferred to the new Raymond / Windham School District shall be determined by the Superintendent of the District or his/her Designee.

B. School Collective Bargaining Agreements

The collective bargaining agreements listed in Exhibit 7B, to which the Raymond and Windham School Departments are a party, shall be assumed by the new Raymond / Windham School District as of its operational date. If the employee is a Windham employee as of the operational date, the employee will be under the Windham Master Contract for their position. If the employee is a Raymond employee as of the operational date, the employee will be under the Raymond Master Contract for their position. If an employee is hired after the operational date, the employee will be under the Master Contract of their position, in the location of employment, until a new Master Contract is negotiated for the new RSU. All of the employer's rights and responsibilities with respect to collective bargaining shall be fully assumed by the District as of the District's operational date.

C. Other School Contractual Obligations

A list of all contracts to which the existing SAUs are a party and that will be in effect as of the operational date is attached as Exhibit 7C.

8. The Disposition of Existing School Funds and Existing Financial Obligations, Including Undesignated Fund Balances, Trust Funds, Reserve Funds, and Other Funds Appropriated for School Purposes

A. Existing Financial Obligations: Pursuant to Section XXXX-36(5) of Title 20-A M.R.S.A., the disposition of existing financial obligations is governed by this Plan.

Existing financial obligations shall include the following:

- (a) all accounts payable;
- (b) to the extent not included as accounts payable, any financial obligations which under generally accepted accounting principles would be considered expenses of the Raymond School Department and the Windham School Department for any year prior to the year the new Raymond / Windham School District becomes operational, whether or not such expenses were budgeted by the SAU in the year the obligations were incurred, including, for example, summer salaries and benefits; and
- (c) all other liabilities arising under generally accepted accounting principles that can be reasonably estimated and are probable.

Each SAU shall satisfy its existing financial obligations from all legally available funds. If an SAU has not satisfied all of its existing financial obligations, the SAU shall transfer sufficient funds to the new Raymond / Windham School District to satisfy its remaining existing financial obligations, and the District Board shall be authorized to satisfy those existing financial obligations on behalf of the SAU. If the SAU does not transfer to the District sufficient funds to satisfy its existing financial obligations, then

to the extent permitted by law, the District Board may satisfy those obligations from balances that the SAU transfers to the District. If the available balances transferred are insufficient to satisfy the SAU's existing financial obligations, or are not legally available for that purpose, the District Board may take any action permitted by law so that all of the municipalities of the District are treated equitably with respect to the unsatisfied existing financial obligations of an SAU. For example, to the extent permitted by law, the new Raymond / Windham School District Board may satisfy the unpaid existing financial obligations of an SAU in the same manner and with the same authority as for unassumed debt under the provisions of 20-A M.R.S.A. §1506(4).

Additionally, to the extent permitted by law, if in the judgment of the new Raymond / Windham School District Board it must raise funds from all its members to satisfy existing financial obligations of an SAU, the District Board also shall be authorized to raise additional amounts for the purpose of making equitable distributions (which may be made in the form of credits against assessed local shares of the District's approved budget) to those District members that would otherwise bear costs attributable to unsatisfied existing financial obligations of an SAU for which they had no financial responsibility. The intent of the preceding sentence is that financial responsibility for unsatisfied existing financial obligations of an SAU be borne by its members and not by the other members of the District.

B. Remaining Balances

The balance remaining in SAU school accounts after satisfying existing financial obligations in accordance with this Plan shall be paid to the Treasurer of the new Raymond / Windham School District, verified by audit and used to reduce that SAU's contribution as provided by Section XXXX-43(4).

Transfers of remaining balances may occur within the period specified by Section XXXX-43(4), or at any time before it has closed its accounts and ceased normal operations.

C. Reserve Funds

The Raymond School Department and the Windham School Department shall transfer remaining balances of reserve funds to the new Raymond / Windham School District, except as otherwise specified in this Plan. Unless otherwise provided by applicable law, a transferred reserve fund shall be used in accordance with its original purpose to benefit a school or schools of the SAU. Transferred reserve funds shall be subject to Title 20-A M.R.S.A. § 1491, except that the transfer of funds in a reserve fund or a change in purpose of the fund may only occur in such manner that the funds continue to benefit the members of the SAU that transferred that reserve fund to the District.

D. Scholarship Funds

The Raymond and Windham School Departments shall transfer remaining balances of scholarship funds to the new Raymond / Windham School District. Scholarships shall be limited to the original pool of potential recipients and distributed in the manner as to which they were intended, unless otherwise provided by the donor or by applicable law.

E. Trust Funds

The Raymond and Windham School Departments shall transfer trust funds to the new **Raymond / Windham School District**. The District Board shall be deemed the successor trustee for all purposes, except as provided by the trust or by applicable law.

9. A Transition Plan and Timetable for the new Raymond / Windham School District

A. Transition Plan

The initial RSU Board shall exercise the transitional powers and duties authorized by 20-A M.R.S.A. § 1461-A.

B. Transition Plan for Personnel Policies

All personnel policies existing within the previous Raymond School Department and the previous Windham School Department shall continue to apply to the same employment positions by Town after they become part of the regional school unit. After the operational date, the new Raymond / Windham School Board and Superintendent will develop and adopt region-wide policies in accordance with applicable law.

10. Documentation of Public Meetings

The following public meetings were held by the Reorganization Planning Committee regarding the Reorganization Plan, as is documented in Exhibit 10.

11. Explanation of How Units That Approve Reorganization Plan Will Proceed if One or More Units Do Not Approve the Plan

The Plan must be approved by a majority of voters of Raymond and Windham in order to be approved. Should either of the communities of Raymond or Windham fail to produce a majority of votes for the Plan, the Regional Planning Committee would reconvene and attempt to adjust the Plan to address the concerns. Any adjustments to the Plan would need to be approved by the Commissioner of Education prior to sending it back to the voters. Should the vote fail a second time, Raymond's Planning Committee members and Windham's Planning Committee members will start the process over.

12. An Estimate of the Cost Savings to be Achieved by the Formation of a new Raymond / Windham School District and How These Savings will be Achieved

I. **Administrative:** The administrative structure now in place for the Raymond School Department and the Windham School Department will allow for cost savings in the systems' administration line of the proposed Regional School Unit. Specifically, the elimination of one Superintendent and one or more leadership positions, as well as other personnel shifts, are projected to allow for savings in the system-wide (Central Office) expenses. The projected savings in future years is \$200,000, with current information.

- **Start up Costs:** The reorganization will require direct start up costs, as well as unintended additional costs due to the formation of the RSU. Start up costs include, but are not limited to, the following:
 1. Legal costs, including deed and property transfers, policies, referenda and elections, collective bargaining, personnel issues. Once contracts are normalized, future legal costs will be reduced.
 2. Finance, Audit and Taxation costs, including a combined single audit, reissue of tax exempt certificates, banking and cash management including possible revenue anticipation notes, federal and state reporting for taxes and unemployment, state retirement.

3. Accounting systems costs, including combining the charts of accounts, software, and license transfers.
4. Student information systems costs will need to be updated.
5. Transition costs, including additional administrative costs for start up activities (Board stipends, RSU Superintendent search / hiring, clerical assistance) related to organizing and starting up the new RSU.

Exhibit 12 provides the identified expected costs for the transition period for which this Plan provides for up to \$100,000 to be raised to cover these expenses.

- **Unintended additional expenses**

1. Collective bargaining normalization of contracts could increase costs.
2. The potential need for RSU-wide supervision of facilities, transportation, technology, and food service.
3. Workers Compensation experience modifications would be a combination of two separate pools with a potentially greater combined cost.

II. Current Identifiable Cost Savings

- Special Education programs for Day Treatment and Functional Life Skills are currently housed within the two School Departments. The annual savings presently exceed \$285,000, through a combination of keeping students in district and reducing the need for one-on-one Educational Technician placement with individual students. Additionally, the early intervention in the Functional Life Skills program, while difficult to quantify, results in a significantly reduced future services burden to the communities and society.

III. Potential Future Cost Savings

- Shared instructional positions that will allow for expanded program opportunities throughout the RSU while eliminating overlapping positions in each SAU.
- Combining service contracts for HVAC, security, and many building services currently secured by each District. It should be noted that equipment in each school location might not be compatible for combining service contracts initially.
- Aggregating KWH purchase for the RSU through Maine Power Options or other aggregators. This is always subject to market timing and conditions.
- Common commodity purchases such as copy paper and cleaning supplies, due to increased volume, could reduce costs to individual districts.
- Energy Audits of older facilities and with grants provided by Efficiency Maine. The savings from guaranteed future energy consumption in combination with grants from Efficiency Maine usually result in a 5-year, or less, payback and also are socially responsible in the area of "Green Options."
- Implementation of an RSU-wide safety program to reduce workers compensation costs and rates.
- Combine technology hardware and software bidding and services within the RSU. Potential reduction of site and user licensing expenses due to expanded user numbers under a single contract.

13. Such Other Matters as the Governing Bodies of the School Administrative Units in Existence on the Effective Date of this Chapter May Determine to be Necessary.

A. Plans to Reorganize Administration, Transportation, Building & Maintenance, and Special Education

This paragraph is provided in order to follow the template recommended for use in developing our Plan. It is only appropriate for those Plans where the effective date of the new RSU is July 1, 2008. As our intention is to form an RSU that will become effective on July 1, 2009, this paragraph does not apply.

B. Cost Sharing in the Regional School Unit

The cost sharing formula for the proposed Windham/Raymond school consolidation for the next 2 years (2009-2010 and 2010-2011) will be calculated based on the prior three-year average of the additional local-only funding. Raymond will contribute to the local-only debt for the Windham High School based on the prior 2-year average enrollment of students enrolled in Windham High School from Raymond.

Altering the Cost Sharing Agreement

The RSU Board of Directors will have the authority to review and analyze the cost sharing formula within the first 2 years and in any subsequent year following incorporation of the RSU. If the Board in its sole discretion decides that the cost sharing formula should be revised, effective for operational year three or thereafter, to provide greater balance in the cost sharing agreement, the Board shall utilize the following procedure to make any changes it deems advisable.

1. The Board shall conduct a review and study of the cost sharing formula as it has been used during the prior years and the implications of its continued use for subsequent years. In doing so, the Board shall consider variations in local costs that have occurred as a result of implementation of the cost sharing plan.
2. The Board may choose to conduct the review as a full Board, or to assign it to an appropriate Board sub-committee. By majority vote, the Board may determine to employ a qualified consultant or consultants to conduct the review and bring any recommended changes to the Board for consideration.
3. If cost sharing changes are recommended by the Board, the Board will present those changes for discussion and review in a public hearing held for the residents of the RSU.
4. Following the public hearing, the Board shall complete a final review and consideration of the recommended changes as part of a regularly announced Board meeting. The Board may amend the proposed changes to the cost sharing formula presented at the public hearing.
5. If the Board decides to proceed with changes to the cost sharing formula, the changes shall be presented to the public for ratification through a District-wide referendum or a District-wide meeting. The Board may also choose to include such changes as part of the regularly scheduled District Budget meeting or at the following District Budget validation referendum.
6. The meeting (or referendum) will be preceded by a public hearing on the proposed changes at which a complete impact analysis of the changes will be explained to the public, both in writing prior to the hearing and verbally at the hearing. The writing shall be deemed sufficient if made available on the RSU website prior to the hearing and made available at the hearing. An objection to the availability, sufficiency or accuracy of the impact analysis or explanation shall not be a

sufficient basis to enjoin or invalidate the public hearing or the subsequent District-wide meeting (or referendum) if called by the Board, or to overturn the action of the voters at that meeting (or referendum).

7. The voting process and public hearings will otherwise be conducted in compliance with applicable State law and RSU Board policy.
8. The RSU Board shall review the cost sharing plan in the above manner at least every 5 years, for the purpose noted in statement #1 above. Any change in the cost sharing formula shall become effective for the first budget year commencing at least 90 days after the action of the voters, and shall remain in effect for a minimum of three (3) years.
9. Notwithstanding the previous subsection, should the Board decide not to consider any changes in the formula in the years designated for review, a petition signed by a number of voters that is at least 10% of the number of voters from the RSU who voted in the last gubernatorial election shall cause the Board to conduct the review and to report the decisions that come from that review at a regularly scheduled meeting of the Board.
10. In the event State law is enacted permitting RSUs to amend their cost sharing formula, nothing contained in this Plan shall prevent the RSU from amending its cost sharing formula in accordance with that law.

C. Election of Initial Board of Directors

The initial RSU Board shall be elected in accordance with 20-A M.R.S.A. § 1472-A.

D. Tuition Contracts and School Choice

1. Tuition Contracts

The tuition contracts in existence as of the date of this Plan are listed in Exhibit 13D.1. Each of the listed tuition contracts will be assumed by the new Raymond / Windham School District unless terminated prior to the District's operational date.

2. School Choice

Raymond allows choice for high school students as they do not have a high school. (Exhibit 13D.2)

E. Claims & Insurance

The parties are aware of the lawsuits, administrative complaints, due process proceedings, notices of claim and other claims existing as of December 31, 2008, and each community will be responsible for their own claims that have arisen prior to the operational date. (Exhibit 13 E.)

F. Vote to Submit Reorganization Plan to the Commission of Education

The Raymond and Windham School Boards have each approved by majority vote the submission of this school Reorganization Plan prepared by the Raymond and Windham Reorganization Planning Committee pursuant to Section XXXX – 36(5)(M) of Title 20-A M.R.S.A., to reorganize into a Regional School Unit with an operational date of July 1, 2009, and have authorized and directed their Superintendents of

Schools to submit the School Reorganization Plan to the Commissioner of Education as documented in Exhibit 13 F.

14. Amendments to the RSU Plan

Upon adoption of the Plan by a majority of the voters of the member school administrative units of the RSU, any amendment to the Plan shall require approval by the majority of the voters in the RSU, except that any amendment to Sections 13B of the Plan shall require approval by at least two-thirds (2/3rds) of the RSU Board of Directors before sending it to the voters. Although amendments to the Plan may be submitted for a vote at any time, the RSU Board shall conduct a comprehensive review of the Plan in the 2nd year (2010) of the RSU's operation; and, every two years after the national census year (2010, **2012**, etc.), to determine if any amendments are appropriate.

15. Collaborative Agreements

A review of the administrative functions and non-instructional personnel of the combined school systems is underway and it is our intent to assure that the job duties of these individuals are targeted to direct student services wherever appropriate. Additionally, the combined School Departments have, and will continue to, partner with the members of the Sebago Educational Alliance (SEA), comprised of the school administrative units (SAUs) of Windham, Westbrook, Gorham, Raymond, M.S.A.D. #6 (Bonny Eagle), and Scarborough to explore efficiencies in the delivery of educational services. A concrete example of this is the recently developed SEA Day Treatment Program that will be housed in the Little Falls School in Gorham. This new regional program will meet the needs of middle school-age students with emotional disabilities for the six participating SAUs and beyond. This collaboration will have a positive impact on students and should provide economies in the combined School Departments operating budget.

We have and will continue to seek economies in our transportation services. Specifically, we have consolidated bus stops and will look to reduce human resource expenses in our mechanical staff expenditure line. We will explore shared leadership opportunities with the Sebago Educational Alliance SAUs.

We will develop a multi-year capital improvement plan that includes a concrete plan for seeking efficiencies in our use of energy (electricity, fuel oil, etc.). As an example, Windham has contracted to convert single-source burners to the dual fuels of oil and natural gas in order that we can access the cheapest fuel available in any given year. Additionally, Windham has installed new energy efficient burners on our heating units that will have a positive impact on our return on investment as a result of the fact that we will be using less fuel. We will partner with the state-wide energy cooperative, Maine Power Options (MPO) to purchase electricity. MPO works with 640 local governmental entities and non-profit organizations to negotiate the lowest price possible. We will also be addressing building "envelope" issues that should tighten up our facilities in a manner that will make them more energy efficient (windows, doors, roofs, etc.). We will look to establish the creation of a capital reserve fund as allowed under 20 MRSA Title 20-A Section 4001 (5) that will allow for excess, unanticipated revenues or unanticipated surpluses, to be applied to the capital plant improvements, thereby eliminating some of the need to fund these improvements in the regular operating budget. This action will allow us to target funds to instructional accounts that would normally have been budgeted in non-instructional accounts for facilities and maintenance.

The above examples are but a sampling of activities taking place in our combined School Departments to assure that our scarce fiscal resources are targeted to our instructional programming.

A list of Real Property interest and associated fixtures that shall NOT be transferred to the new RSU District.

RAYMOND

NONE

WINDHAM

NONE

A list of Personal Property that shall NOT be transferred to the new RSU District.

RAYMOND

ALL will be transferred to the new RSU District.

WINDHAM

ALL will be transferred to the new RSU District.

A list of bonds, notes, and lease/purchase agreements for which the RSU District WILL assume liability.

RAYMOND

NONE, except that the Town of Raymond has agreed to help pay for a portion of the local-only debt for Windham High School.

The cost sharing formula is based on high school enrollments as reported in April of the two previous years to the Department of Education. The formula is illustrated for the 2009 – 2010 assessment below.

Windham High School Debt Service – Local Only

School	Enrollment		2 Year		09 – 10 Assessment
	April 06	April 07	Avg	%	
Windham	797	852	824.5	86.43%	524,673.31
Raymond	116	143	129.5	13.57%	82,376.69
TOTAL	913	995	954	100%	607,050.00

Windham High School Local Share Only

2009 – 2010	Principal	380,000.00
2009 – 2010	Interest	<u>227,050.00</u>
		607,050.00

WINDHAM

NONE

Bonds, Notes, Lease / Purchase Agreements that the new Raymond / Windham School District will NOT assume:

RAYMOND

None of the Bonds, Notes, Lease / Purchase Agreements will be assumed by the new RSU.

WINDHAM

None of the Bonds, Notes, Lease / Purchase Agreements will be assumed by the new RSU.

List of individual employment contracts – Windham School Department

<u>Position</u>	<u>Incumbent</u>	<u>Contract Expiration</u>
Superintendent	Sanford J. Prince IV	June 30, 2011
Assistant Superintendent	Donn S. Davis	June 30, 2011
Director of Curriculum, Instruction & Assessment	Christopher Howell	June 30, 2011
Director of Student Services	Linda Powell	June 30, 2011

Administrators: covered by the **Windham Administrators Association** contract. In addition, each administrator has an individual contract that outlines more specifics (pay, retirement, etc.)

<u>Position</u>	<u>Incumbent</u>	<u>Contract Expiration</u>
High School Principal	Deborah McAfee	June 30, 2010
High School Assistant Principal	Kelli Deveaux	June 30, 2010
High School Assistant Principal	Mark Tinkham	June 30, 2010
Middle School Principal	Hal Shortsleeve	June 30, 2010
Middle School Assistant Principal	Charles Haddock	June 30, 2010
Manchester School Principal	Cynthia Curtis	June 30, 2010
Primary School Principal	Dr. Kyle Rhoads	June 30, 2009
Primary School Assistant Principal	Kris Grant	June 30, 2010
REAL School Director	A. Pender Makin	June 30, 2010
Adult Education Director	Thomas Nash	June 30, 2010

Contracted Employees

<u>Position</u>	<u>Incumbent</u>	<u>Contract Expiration</u>
REAL Project Coordinator	Sara Anderson	8/31/09
Occupational Therapist Asst	Elizabeth Brousseau	8/31/09
Grounds Coordinator	Michael Didonato	6/30/09
Supervisor School Lunch	Sharon Dixon	6/30/09
Asst Director Student Services	Steve Floyd	8/31/09
Asst Director Transportation	Margo Fournier	6/30/09
Network Administrator	Aaron Hamlen	6/30/09
Data Management Specialist	Robert Hickey	6/30/09
Director of Transportation	Michael Kelly	6/30/09
Director of Facilities & Property Services	Brian Kenney	6/30/09
Workforce Education Coordinator	Steve McFarland	6/30/09
Athletic Director	Steve Merrill	6/30/10

List of individual employment contracts – Windham School Department**Contracted Employees**

<u>Position</u>	<u>Incumbent</u>	<u>Contract Expiration</u>
Technology Specialist for Student Support	Peter Mullen	6/30/09
Family Literacy Coordinator	Cathy Paglio	6/30/09
Technology Specialist	Michael Pelletier	6/30/09
School Health Coordinator	Jean Plourde	8/31/09
Adult Basic Education Coordinator	Lisa Robertson	6/30/09
Cooperative Education Coordinator	Michael Timmons	8/31/09
Auditorium Coordinator	Jess Waterhouse	6/30/09

Sebago Educational Alliance (SEA) Staff

SEA Educational Technician	Denise Doherty	6/30/09
SEA Educational Technician	Marissa Dubay	6/30/09
SEA Special Education Teacher	Martha Felton	8/31/09
SEA Educational Technician	Cynthia Froehlich	6/30/09
SEA Educational Technician	Lynda Horne	6/30/09
SEA Educational Technician	Micaela Kimball	6/30/09
SEA Licensed Clinical Social Worker	Tracy Libby	8/31/09
SEA Special Education Teacher	Nicole Poole	8/31/09
SEA Educational Technician	John Rothrock	6/30/09
SEA Licensed Clinical Social Worker	Emily Ryan	8/31/09
SEA Day Treatment Program Director	Jennifer Searway	6/30/09
SEA Educational Technician	Stacey Whipple	6/30/09

List of individual employment contracts – Raymond School Department

<u>Position</u>	<u>Incumbent</u>	<u>Contract Expiration</u>
Superintendent	Sandra Caldwell	June 30, 2009

Raymond School Administrators are covered by the Negotiated Agreement with the Raymond School Board

<u>Position</u>	<u>Incumbent</u>	<u>Contract Expiration</u>
Jordan Small Middle School Principal	Randy Crockett	June 30, 2010
Raymond Elementary School Principal	Norma Richard	June 30, 2010
Director of Special Services	Patricia Menzel	June 30, 2010

Individual Employment Contracts

Technology Director	Dennis Dorey	June 30, 2010
Business Manager	Dorothy Mowatt	June 30, 2009
Director of Transportation	Paul Godwin	June 30, 2009
Facilities and Maintenance Director	Rick Dwinnell	June 30, 2009
Food Services Director	Kim Williams	June 30, 2009
Payroll Specialist	Margaret Lent	June 30, 2009
Accounts Payable	Kellie Sampson	June 30, 2009
Administrative Assistant	Chrystal Pitarys	June 30, 2009

A list of all employees who do not have written individual employment contracts and are not covered by a collective bargaining agreement:

Raymond

There are no employees in Raymond without written individual employment contracts.

Windham

Non-Contracted Employees

Executive Assistant to Superintendent	Joyce Logan
Accounts Payable Clerk	Wendy Loring
Administrative Assistant for Student Services	Laura Page
Accountant	Kathy Robichaud
Receptionist/Admin Assistant for Director CIA & Director of Facilities	Toni Sawyer
Personnel Specialist	Barbara Tabor
Payroll Specialist	Stacey Webster
Clerk	Joe Poland

A list of all school collective bargaining agreements.

<u>Raymond</u>	<u>Positions Included</u>	<u>Next Termination Date</u>
Raymond Educator's Association	Certified Professional Employees	August 31, 2011
Raymond Support Staff Association	Bus Drivers Custodians Cafeteria Workers Head Cook Education Technicians I, II, III Health Aide School Secretaries	June 30, 2009
 <u>Windham</u>		
Windham Educators Association	Certified Professional Employees	August 26, 2010
Windham Educators Association Educational Support Professionals	Noon Aides Food Service Employees Custodians / Head Custodians Maintenance / Grounds Educational Technicians I, II, III Library Technicians Bus Aides Support Technicians School Secretaries Bus / Van Drivers Mechanics	June 30, 2011
Windham Administrators Association	Principals Assistant Principals Director, Adult Education Director, REAL School	June 30, 2011

A list of contracts to which the SAUs are a party.

Raymond

<u>Contracts</u>	<u>Termination Date</u>
<u>43</u> Teacher Continuing Contracts*	August 31, 2009
<u>6</u> Teacher Probationary Contracts	August 31, 2009

*41 Annual Salary Agreements and two Continuing Contracts

Windham

<u>Contracts</u>	<u>Termination Date</u>
<u>209</u> Teacher Continuing Contracts*	August 31, 2009
<u>42</u> Teacher Probationary Contracts	August 31, 2009

*28 Continuing Contracts and 181 Annual Salary Agreements

Documentation of Public Meetings & Hearings

Windham

Public Forum	January 22, 2008	Windham High School Cafeteria
Public Forum	September 10, 2008	Windham High School Auditorium

Raymond

Public Forum	September 4, 2008	Jordan Small Middle School Cafeteria
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Also see Attached Agendas & Minutes of the RPC meetings

START-UP COSTS

	<u>FY 09</u>	<u>FY 10</u>
<u>LEGAL COSTS</u>	\$15,000	\$60,000
Deeds / Property Transfers		
Policies		
Personnel Matters		
Incorporation Cost		
Collective Bargaining Cost		
Elections (State)		
 <u>INDEPENDENT & COLLABORATIVE AUDIT SERVICE</u>	 \$25,000	 \$50,000
Revenues Services / IRS & State		
TAX Exempt Certificates		
Banking		
Finalized Audits		
 <u>SYSTEM OFFICE ESTABLISHED</u>	 0	 \$75,000
Network		36,000
Software License / Training		25,000
Hardware		9,000
Moving Company Cost		5,000
 <u>INTERIM PERSONNEL COST</u>	 \$60,000	 0
Staff		
School Board		
 TOTAL	 \$100,000	 \$185,000

as of 09/04/08

TUITION CONTRACTS

The Raymond School Department has tuition contracts for their high school students with the following school districts:

Windham School Department

Windham High School

SCHOOL CHOICE

The Town of Raymond will have a Referendum vote on school choice on November 4, 2008, per the Raymond Select Board.

CLAIMS & INSURANCE

This information is available if requested by the Department of Education.

**VOTE TO SUBMIT REORGANIZATION PLAN
TO THE COMMISSIONER OF EDUCATION**

See Minutes attached



STATE OF MAINE
DEPARTMENT OF EDUCATION
23 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0023

JOHN ELIAS BALDACCI
GOVERNOR

SUSAN A. GENDRON
COMMISSIONER

September 11, 2008

Sandra Caldwell, Superintendent
Raymond School Department
434 Webb's Mills Road
Raymond, ME 04071

Sanford Prince, Superintendent
Windham School Department
228 Windham Center Road
Windham, ME 04062

Dear Superintendents Caldwell and Prince:

Members of my staff have reviewed the draft Reorganization Plan that you submitted on September 5, 2008 on behalf of Raymond and Windham School Departments and offer the following comments to assist you in completing your work.

- Please submit a completed Reorganization Plan Cover Sheet (checklist) and Reorganization Plan Submittal Sheet including signatures from authorized representatives of member school units with the final submission of your plan.
- If you have not decided on an "unofficial" name (per 20-A MRSA 1476(1)) for your new regional school unit by the time you submit your final plan for approval, please consider using "unofficial name" instead of a blank space to provide clarity for your voters at referendum.
- 3. The Board calculations in this section are not accurate; this results in a miscalculation of percentages that carries throughout. Please consider the enclosed document prepared by my staff as they reviewed your draft plan.
- 11. The Commissioner's approval of a reorganization plan is of the plan as written on a date certain. Please clarify that future amendments to the plan, prior to the public vote, require Commissioner approval.
- 12. Each regional school unit's plan must provide an estimate of the cost savings to be achieved by the formation of a regional school unit and how these savings

will be achieved in accordance with 20-A MRSA 1461(3)(A)(12) and in sufficient detail to provide clear direction for the new regional school unit prior to plan approval.

- 12. Please clarify or reconcile the additional new sentence in paragraph 1 with the descriptor sentence for I. Administrative.
- 13-D. If an SAU provides choice, it must be preserved for all students under the reorganization law, Section 1479(4), unless the SAU member of the proposed RSU changes its policy prior to the operational date of the RSU. The approach labeled here as "School Choice" and described here as limited to certain students for a limited time is a description of tuitioning arrangements but does not comply with the requirement for preservation of school choice under the reorganization law. What is described in the plan is permissible as an element of the Reorganization Plan, but not labeled as "School Choice." Please clarify this section to either describe this as something other than choice, or to comply with the provisions of the reorganization law governing school choice.

If you have questions or concerns, I encourage you to contact Ray Poulin and Norm Higgins of our Reorganization Team for more information. They may be reached by phone at 624-6802.

Sincerely,



Susan A. Gendron
Commissioner of Education

Enc.

cc: Mary Jane McCalmon, Facilitator

RSU possible apportionment plan is in compliance with 20-A MRSA Section 1472.**METHOD "B" WEIGHTED VOTING - that is in compliance**

MUNICIPALITY	2006 Federal Estimated CENSUS	% POP	TOTAL VOTES (995 to 1005)	# DIR	VOTES PER DIRECTOR	% DEVIATION OF VOTING POWER
Raymond	4,601	21.8%	218	3	73	7.3%
Windham	16,546	78.2%	782	6	130	13.0%
TOTALS	21147	100.0%	1000	9		
$1000 / 9 = \frac{111.11}{1000} = 11.1\% \text{ Average}$						
PLUS 5.0%						
This is in compliance 13.0% does not exceed the maximum allowable voting power of 16.1%.						
$16.1\% = \text{MAXIMUM VOTING POWER OF ANY ONE DIRECTOR}$						